

Functions of Operational Oversight Committee - Agreement Oversight

To implement the objectives described in the general agreement between DSS and Rehabilitation Services a lead representative from the Central Office of each agency will be appointed and be responsible for carrying out the administrative implications of this agreement. These two lead representatives will co-chair an Operational Oversight Committee which will include, at a minimum, a representative from each agency's field services office and from MSA.

The Operational Oversight Committee will be responsible for establishing annual service objectives and the policies and procedures affecting the agreement. The Committee is also responsible for planning the delivery of services and for monitoring and evaluating the implementation of the agreement.

1. General Policies and Procedures

Annual state objectives, general policies and procedures will be developed by appropriately designated staff from both agencies. The Operational Oversight Committee is to review and recommend approval of policies and procedures thus developed. The policies and procedures will include a method of referral between the two agencies, an agreement concerning the specific areas of service delivery responsibilities of each agency and a requirement for designated liaison people assigned from all appropriate operating units throughout the state from both agencies. The objectives and procedures affected by this agreement are to be reviewed whenever either agency initiates a request for review, but not less than annually.

2. Local Agreements

Local agreements between DSS and Rehabilitation Services, while not required, are encouraged. Where local agreements exist, they may be accomplished through formal agreements between local operating units of both agencies or, as appropriate, between geographic administrative units representing several counties. It is recommended that local agreements include local program objectives addressed to specific needs which shall be designed to help achieve the general priorities established by each state agency. The local agreements should specify the particular client groups in need and the resources which are available or which can be developed to meet these needs. The local agreements should clearly delineate the respective service delivery responsibilities of both agencies. Local directors of both agencies are also encouraged to assure primary responsibility for coordinating the local activities of the two agencies, including the delivery of services. Copies of all local agreements must be forwarded to the Operational Oversight Committee to enable the evaluation of local activities and as resources for the development of other local agreements.

3. Policy/Procedural Interpretation

Questions on policies and procedures which arise in the operation of local responsibilities are to be answered by the managers of field services in each agency, with appropriate consultation and input from affected program offices. Formalization of policies and procedures shall result in the issuance of information memoranda, manual materials, and other formal communications to affected operating units.

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4. Staff Development

The Operational Oversight Committee annually shall review results of operations and identify areas where staff training and development would improve delivery of services of each agency. Although an annual review of training needs is required, this issue may be explored whenever needs become evident. Staff development units of each agency will conduct training as recommended by the Operational Oversight Committee if such training also meets any additional criteria for approval existent within DSS and Rehabilitation Services.

5. Reports and Evaluation

The Operational Oversight Committee will establish an annual statement of objectives for service based on each agency's priorities for service and funding. At least semi-annually, the Operational Oversight Committee will review and evaluate each agency's progress toward these objectives and report its findings to appropriate administrative staff of each agency. Minimally, the objectives will contain data statements obtained from existing field reports on the population in need of service, target population to be referred for rehabilitation, and progress toward rehabilitation. The report will also contain statements related to special areas of concentrated efforts, such as joint-funded demonstration projects, and special projects to serve broad categories of individuals.

Where local agreements are made between DSS and Rehabilitation Services, a statement as to local DSS population in need of rehabilitation, agreed-upon referral rates, and expected outcomes will be included.

A compilation of the activities related to any existing local agreements will be prepared by the lead representatives of the Central Offices of both agencies and reviewed by the Operational Oversight Committee and recommendations for changes will be made.

At least annually, the Operational Oversight Committee will prepare and evaluate outcomes of joint services and cooperative relationships and may recommend future program direction for the administration of each agency as a result.

STATE OF MICHIGAN
DEPARTMENT OF SOCIAL SERVICES

John T. Dempsey
Dr. John T. Dempsey, Director

Date

6/10/80

STATE OF MICHIGAN - DEPARTMENT OF
EDUCATION, REHABILITATION SERVICES

Peter P. Griswold
Peter P. Griswold, State Director
of Rehabilitation

Date

6/10/80

Section A: Agreement Between Medical Services Administration and Rehabilitation Services.

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OFFICIAL**Purpose:**

The purpose of this section is to establish an administrative and policy framework for the greater coordination of benefits and services between Rehabilitation Services (RS) and the Medical Services Administration (MSA.) By describing the planned working relationships between the two parties, the agreement is designed to obtain the greatest amount of services to handicapped individuals. A foundation will thus be established for improved program operations.

Mutual Objectives:

The two parties wish to assure that the approximately 10,000 recipients mutually eligible for the programs offered by each agency receive medical assistance appropriate to their needs.

The RS will take into their system 7000 new assistance recipients who are medicaid eligible and are referred by local DSS offices.

Further, MSA will continue as payor of first resort for medically-related rehabilitation services when the recipient is eligible for both programs. This presupposes that all nongovernmental sources, such as benefits from existing insurance policies, have been exhausted.

Services Provided by Each Party:

RS works with eligible individuals to prepare them for gainful occupation and/or independent living. The following services are available at all RS offices, as appropriate for individual needs:

1. Medical and psychological evaluation.
2. Vocational counseling and guidance.
3. Physical restoration and corrective surgery.
4. Artificial limbs, hearing aids, braces, and other appliances.
5. Training for a job.
6. Maintenance and transportation.
7. Tools, equipment, licenses, or initial stock and supplies.
8. Job placement and follow-up.

MSA administers the Medical Assistance Program which provides health care services to eligible individuals who do not have the financial resources to obtain them. Among the services available, subject to specific restrictions, are: physician, hospital, and laboratory services, prescribed pharmaceuticals; dental, vision, and hearing services; medical supplies; prosthetic and orthotic devices; speech, physical, and occupational therapies.

Referrals:

In addition to the objective of referring recipients during the next fiscal year, operational manuals for both agencies will contain reciprocal referral procedures which direct local staff.

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Reimbursement Arrangements:

RS and MSA will develop statewide policy and procedures to bring their respective reimbursement schedules for providers of medical services and durable medical equipment into compatibility wherever possible. In addition, they will develop methods for information exchange on reimbursement issues:

- RS and MSA will develop policy and procedures for sharing costs of expensive, prior authorized, durable medical equipment for those recipients eligible for both programs.
- RS and MSA will establish methods of identifying mutual program recipients and exchanging data on all services delivered and payments made on behalf of these dually enrolled recipients.
- For dually enrolled recipients, reimbursement will be made according to procedures published in medical assistance manuals issued to providers enrolled in the medical assistance program. For exceptional cases, rates may be negotiated on an individual basis.

Reports:

RS and MSA will seek methods for reducing paper processing and overlapping services, records, and other medical information for those recipients referred from one program to the other. Full consideration will be given to current laws and regulations regarding confidentiality.

RS and MSA will draw on their recipient records systems to identify recipients who may be eligible for both programs. Any recipients identified in this manner will be included in expanded outreach and referral activities by the two agencies.

Monitoring and Liaison:

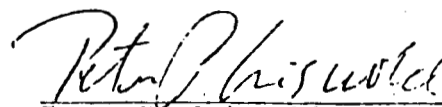
The specific activities outlined in this section shall be monitored by the Operational Oversight Committee described in Part II, as scheduled by that committee. The liaison persons from each agency shall sit on that committee.

STATE OF MICHIGAN
DEPARTMENT OF SOCIAL SERVICES


Dr. John T. Dempsey, Director

9/30/80
Date

STATE OF MICHIGAN - DEPARTMENT OF
EDUCATION, REHABILITATION SERVICES


Peter P. Griswold, State Director
of Rehabilitation

9/30/80
Date

FIRE SAFETY INSPECTION AGREEMENT

BETWEEN

THE MICHIGAN DEPARTMENT OF SOCIAL SERVICES
THE MICHIGAN DEPARTMENT OF PUBLIC HEALTH
THE MICHIGAN DEPARTMENT OF STATE POLICE - FIRE MARSHAL DIVISION

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This agreement provides for those aspects of fire safety inspection, above and beyond licensing requirements, which are required for certification of health care facilities who desire to participate as a provider in the titles XVIII and/or XIX Medicare/Medicaid programs. The following health care facilities are included: nursing homes, county medical care facilities and/or other facilities designated by the Michigan Department of Public Health. It is understood that all activities carried out under this agreement will be in accord with the applicable Federal/State statutes and regulations.

A. The Michigan Department of State Police - Fire Marshal Division will:

1. Conduct, at appropriate intervals, onsite surveys and resurveys of the above facilities applying to participate or participating as providers of care under the State's Medical Assistance Program and carry out such other activities as may be necessary to determine a facility's compliance with pertinent Federal and State requirements for payment as a provider.
2. Complete the required survey report forms utilizing the Life Safety Codes as required by Federal regulations, and transmit it according to a pre-determined schedule to the Department of Public Health for incorporation in the certification action.
3. Request and obtain from individual facilities, when indicated, a plan of correction for each deficiency noted in the course of the facility survey or resurvey and listed on the survey report form. Completed plans of correction are to be attached to the survey report form transmitted to the Department of Public Health.
4. Transmit completed Federal waiver forms with justification and recommendations as indicated to the Department of Public Health for review and/or approval.
5. Secure or conduct training for Fire Marshal Division personnel to insure uniform and proper application of the requirements dictated by this agreement.
6. Maintain a file for a period of at least three years on all information and reports used in determining a facility's compliance with fire safety standards. These files shall be available for review by the appropriate Federal and State agencies.

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SA APPROVED 12/16/80
RO APPROVED 2/17/81

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7. Develop methods and procedures acceptable to the Department of Health and Human Services and the Department of Social Services for determining and substantiating the expenditures made by the Department of State Police - Fire Marshal Division in which Federal financial participation is requested.
 8. Submit for payment to all concerned parties, within 30 days of ending of the preceeding month, summary of expenses incurred pursuant to this agreement.
 9. Conduct, or cause to be conducted, investigations of all fires in facilities covered by this agreement.
- B. The Michigan Department of Public Health will:
1. Utilize the required survey report forms, plans of correction obtained from individual facilities, and waiver recommendations and justifications in completing its evaluation of individual facilities and developing certification actions.
 2. Provide necessary coordination with the Department of State Police, Fire Marshal Division to assure the timely completion of fire safety surveys and evaluations as well as the timely completion and submission of survey report forms and other documents as indicated.
 3. Provide the required forms to the Department of State Police, Fire Marshal Division, to complete the necessary fire safety inspections.
 4. By inter-departmental billing between the Department of Public Health and the Department of State Police, Fire Marshal Division, reimburse those expenses for the services which are incurred by the Department of State Police in the performance of the survey duties related to the Title XVIII Medicare program.
- C. The Michigan Department of Social Services will:
1. Utilize the Michigan Department of Public Health's certification, including the fire safety evaluation, as one of the determinants for provider enrollment and payment purposes.
 2. Exercise ultimate authority to enroll provider facilities in the Medicaid Program.
 3. By inter-departmental billing between the Department of State Police, Fire Marshal Division and Department of Social Services reimburse in full the actual expenses for the services which are incurred by the Department of State Police in the performance of the survey duties related to the Title XIX Medicaid program.

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Attachment 4.16-A
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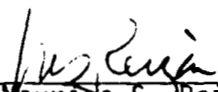
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- D. Each department will designate a liason to carry out periodic review and joint planning relative to this agreement.
- E. The Michigan Department of State Police will develop an annual budget detail worksheet for the program and submit to the Michigan Department of Public Health and the Michigan Department of Social Services for prior review and acceptance. The percentage of costs to be allocated between the Michigan Department of Public Health and the Michigan Department of Social Services shall be jointly agreed prior to implementation of the annual program budget.

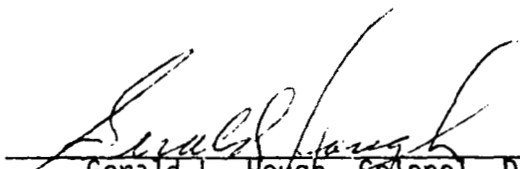
This agreement will supplant all prior agreements and will expire September 30, 1983. Further, this agreement may be terminated or amended only by the unanimous and written consent of all parties listed herein.


John T. Dempsey, Director
Michigan Department of Social Services

10/20/80
Date


Maurice S. Reizen, M.D., Director
Michigan Department of Public Health

10-1-80
Date


Gerald L. Hough, Colonel, Director
Michigan Department of State Police

9-15-80
Date

Michigan
APPROVED 12/19/80
ACTIVE
RD APPROVED

AGREEMENT
BETWEEN THE
MICHIGAN OFFICE OF SERVICES TO THE AGING
AND THE
MICHIGAN DEPARTMENT OF SOCIAL SERVICES
MEDICAL SERVICES ADMINISTRATION

The Office of Services to the Aging (hereafter referred to as OSA) and the Department of Social Services, Medical Services Administration (hereafter referred to as DSS) by entering into this agreement intend:

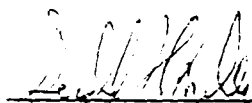
- to promote quality targeted case management (TCM) services for high risk elderly clients on the verge of entering a nursing home;
- to promote quality home and community based waiver services for elderly and disabled (HCBS/ED) clients who are nursing home eligible;
- to assure the proper expenditure and accountability of public funds for health care services provided to these Medicaid clients; and
- to comply with state and federal statutes, regulations, and guidelines pertaining to TCM and HCBS/ED waiver services.

Legal authority for these programs is found in Act 280, Public Acts of Michigan of 1939, as amended, and Title XIX of the federal Social Security Act, as amended. This agreement will serve to delineate the relationship and responsibilities between DSS and OSA in the administration of Medicaid reimbursable activities for TCM services and HCBS/ED waiver services. (Responsibilities of OSA and DSS in the administration of Medicaid reimbursable activities are delineated for TCM services in Schedule B and HCBS/ED waiver services in Schedule C.)

The responsibility for periodic review and joint planning, maintaining liaison between parties affected by this agreement, and for jointly evaluating policies implemented through this agreement is vested in the Program Development Division of OSA and the Bureau of Program Policy of MSA, DSS.

This agreement is effective January 1, 1993, and will automatically renew each year unless OSA and DSS agree to modify or terminate it. This agreement may be modified in writing by mutual consent of both parties at any time.

MICHIGAN DEPARTMENT OF SOCIAL SERVICES

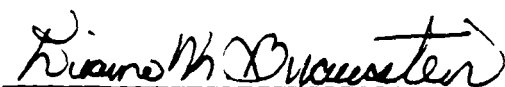


Gerald Miller, Director

8-29-94

Date

MICHIGAN OFFICE OF SERVICES TO THE AGING



Diane K. Braunstein, Director

8/2/94

Date

TN No. 93-05 Approval Date OCT 13 1994 Effective Date 5-1-92

Supersedes

TN No. 89-22

Schedule A

DEFINITIONS

The following definitions are used in conjunction with this agreement.

1. AAA - Area Agency on Aging
2. Administrative Agent - The entity to whom DSS delegates day to day responsibility for TCM and HCBS/ED program operations. in this instance, OSA.
3. Care Plan - An individual written plan of care developed by qualified individuals for each client under the HCBS/ED waiver. This plan of care describes the medical and other services (regardless of funding sources) to be furnished, their frequency, and the type of provider who will furnish each. All services will be furnished pursuant to a written plan of care. The plan of care will be subject to the approval of the Medicaid agency.
4. CM - Care Management. (See TCM).
5. CTS - Client Tracking System. Used by OSA and AAAs to monitor HCBS/ED waiver clients and their services.
6. DMB - Department of Management and Budget.
7. DPH - Department of Public Health.
8. DSS - Department of Social Services.
9. FFP - Federal Financial Participation. The federal share of reimbursement for services.
10. HCBS/ED - Home and Community Based Services for the Elderly and Disabled.
11. HCFA - Health Care Financing Administration.
12. Medicaid - The federal/state program established to ensure that essential health care services are made available to those who otherwise could not afford them.
13. MSA - Medical Services Administration. The entity within the Department of Social Services responsible for administering the Medicaid Program.
14. Organized Health Care Delivery System (OHCDS). A public or private organization for delivering health services as identified in 42 CFR 447.10(b).
15. OSA - Office of Services to the Aging.
16. Personal Care - Assistance that is provided to a person who needs help in performing his/her own activities of daily living (eating, bathing, transferring, etc.) or instrumental activities of daily living (shopping, errands, light housekeeping, meal preparation, etc.).

TN No. 93-05
Supersedes
TN No. 87-22

Approval Date OCT 18 1994 Effective Date 3-92

Schedule A

DEFINITIONS

17. TCM - Targeted Case Management. Those services that will assist Medicaid-eligible persons in gaining access to needed medical, social, educational and other services. Core elements of case management include assessment; service plan development; linking/coordination of services; re-assessment/follow-up; and monitoring of services.
18. Waiver Services - Those services, authorized by HCFA, that are not regular Medicaid State Plan coverages but may receive ffp under the HCBS/ED waiver.

TN No. 23-05Approval Date OCT 18 1994 Effective Date 3-1-92

Supersedes

TN No. 89-22